

Maximum principal indebtedness for Tennessee recording tax purposes is \$ 29,237.02

DEED OF TRUST

BOOK

779 PAGE

85

FF 9964

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In consideration of the payment of One Dollar (\$1.00) and in order to secure the indebtedness and obligations herein stated,

Joyce Affuso and husband Joseph Affuso sell and convey to W. Ray Jamieson  
of Memphis County, Tennessee as TRUSTEE, the following described property in XXXXXX DeSoto  
County, Tennessee:

LOT 357, SECTION "B", IN DESOTO VILLAGE SUBDIVISIONS ON SEC. 34, TOWNSHIP 1 SOUTH, RANGE 8 WEST AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 8, PAGE 16-21, IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY. BEGINNING AT A POINT IN THE NORTHERLY LINE OF VALLEY BROOK ROAD AT THE END OF A 20-FOOT RADIUS CURVE, SAID CURVE CONNECTION THE NORTHERLY LINE OF VALLEY BROOK ROAD WITH THE WEST LINE OF HURT ROAD; THENCE WESTWARDLY ALONG THE NORTHERLY LINE OF VALLEYBROOK ROAD 80.13 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT 358 OF SAID SUBDIVISION; THENCE NORTHWARDLY 112.9 FEET TO A POINT IN A NORTH LINE OF SAID SUBDIVISION AT THE NORTHEAST CORNER OF SAID LOT 385; THENCE EAST ALONG SAID NORTH LINE 109.57 FEET TO A POINT IN THE WEST LINE OF HURT ROAD; THENCE SOUTH ALONG THE WEST LINE OF HURT ROAD 90 FEET TO A POINT AT THE BEGINNING OF SAID 20-FOOT RADIUS CURVE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 31.42 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JOSEPH AFFUSE AND WIFE, JOYCE G. AFFUSO BY DEED FROM E. K. LITTLE AND WIFE, ROBBIE F. LITTLE OF RECORD IN BOOK 94, PAGE 104, DATED FEBRUARY 10, 1972, RECORDED FEBRUARY 14, 1972, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

PROPERTY KNOWN AS 2500 VALLEYBROOK ROAD  
HORN LAKE, MISSISSIPPI

PARCEL #1088-2.0-00357.00

STATE MS. - DESOTO CO.

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"MAXIMUM PRINCIPAL INDEBTEDNESS  
FOR TENNESSEE RECORDING TAX  
PURPOSES IS \$ 29,237.03

AUG 24 1 57 PM '95

BK 779 PG 85  
W.E. DAVIS CH. CLK.  
by: P. Stacey

CANCELLED BY AUTHORITY RECORDED IN BOOK  
779 PAGE 268.

THIS 9 DAY OF Nov, 19 95.

W. E. Davis  
CHANCERY CLERK  
by: B. Cleveland

For prior record of conveyance see:

TO HAVE AND TO HOLD such property, with all hereditaments and appurtenances, unto the Trustee, his successors and assigns, in fee simple forever.

The undersigned covenant they are lawfully seized in fee and possessed of such property, have authority to sell and convey the same, and that the title to the property is unencumbered except: MORGAGE ASSOCIATES, INC.

and they will warrant the same against all claims.

But this conveyance is made in trust for the benefit of BLAZER FINANCIAL SERVICES, INC.

to secure the payment of a loan  
evidenced by a note of even date herewith payable (120) months after date to the order of  
BLAZER FINANCIAL SERVICES, INC.

in the principal amount of TWENTY NINE THOUSAND TWO HUNDRED THIRTY SEVEN AND 02/100--  
(\$ 29,237.02) with interest at twenty-four per cent (24%) per annum after maturity. Such note provides for acceleration of payment in the event of default of payment or failure of the undersigned to perform any covenant in any security agreement.

The undersigned agree to maintain the improvements on such property in good repair and fully insured against damage by fire and other casualty, in an amount and manner satisfactory to the holder of the indebtedness secured by this instrument, with loss payable to the Trustee, and the undersigned shall pay all taxes and assessments against such property. In the event of a failure to effect such insurance or to pay any insurance premium, tax or assessment when due, the holder of the indebtedness hereby secured, or the Trustee, may pay same and any sum so expended shall become a debt secured by this instrument, which sum the undersigned agree to reimburse forthwith with interest at the rate of twenty-four per cent (24%) per annum.

The undersigned shall retain possession of the property hereby conveyed and receive and use the rents and profits thereof until default, after which the rents and profits thereof shall be due and payable to the holder of the debt hereby secured. If such indebtedness be paid, when due, and nothing shall remain owing on the obligation hereby secured, then the holder of the note will execute proper release of the lien of this Deed of Trust. If all or any part of the property or an interest therein is sold or transferred by the undersigned without the prior written consent of the owner of the indebtedness, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the owner of the indebtedness may, at his option, declare all the sums secured by this Deed of Trust to be immediately due and payable without notice. If the undersigned shall fail to pay any part of such indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, all of the indebtedness herein secured shall, at the option of the owner of such indebtedness, without notice, become immediately due and payable, and the said Trustee is authorized and empowered to enter and take possession of said property, and before or after such entry to advertise

the sale of said property for twenty-one days by three weekly notices in some newspaper published in DESOTO County, and sell such property for cash to the highest bidder, free from equity of redemption and right of redemption, both statutory and common law, homestead, dower and all other rights and exemptions, all of which are hereby expressly waived, and the Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the undersigned bind themselves shall be given without obstruction, hindrance or delay. The holder of the indebtedness secured hereby may bid at any sale held under this instrument. All parties at interest hereby expressly waive inventory and bond for execution of this trust on the part of the Trustee.

In event of default, foreclosure and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee: First, to the payment of the expense of this trust and its execution, including a reasonable attorney's fee and Trustee's fee, and all sums expended or become liable for an account of any of the provisions of this Trust Deed; Second, to the payment of the debt secured by this instrument; and the Trustee will hold any balance subject to the order of the undersigned or to the order of the holder of inferior liens, if any.

The undersigned agrees to pay, on demand, any attorney's fees and related expenses that the holder of the indebtedness incurs (1) in collecting or attempting to collect the indebtedness evidenced by the Note of even date herewith (2) in enforcing this Deed of Trust securing said Note (3) in protecting the collateral encumbered by this Deed of Trust or (4) in defending or asserting the holder's rights in that collateral.

In the event of any default in the terms and conditions of any other Deed of Trust or mortgage, the lien of which is or becomes paramount to the lien of this instrument, the owner of the indebtedness secured by this instrument may declare such indebtedness due for all purposes and foreclosure and sale may be had hereunder, or such holder may pay any sums necessary to comply with the terms of such paramount Deed of Trust or mortgage, which sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment at the rate of twenty-four percent (24%) per annum.

Party of the first part agrees that no other party, lender or beneficiary under this deed of trust or the notes herein described has any responsibility to review the provisions, if any, in any prior mortgage deed of trust encumbering said real estate which declare the entire balance of the indebtedness secured by such prior mortgage or deed of trust to be immediately due and payable in the event party of the first part further encumbers said real estate, or to negotiate with the mortgagee or beneficiary in such prior mortgage or deed of trust concerning such provisions. Party of the first part accepts full responsibility for the effect of such provisions and also understands and agrees that no representation or warranty has been made with regard to any of the rights of the party of the first part in any prior mortgage or deed of trust.

In addition to the power of sale above provided, the holder of the debt hereby secured shall have the right to proceed in a court of equity to foreclose this Deed of Trust and shall be entitled to judgment for the debt and any advances made under the provisions of this Deed of Trust. The holder of the debt shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the property either at a Trustee's sale or a sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

The holder of the debt hereby secured, at his option, is authorized to remove the Trustee and appoint a successor to execute this Trust in which successor shall be vested all title, powers, and authority vested in the Trustee named herein. Such appointment shall be in writing and shall be registered in the Register's Office.

This 17th day of AUGUST, 1995.

**Important**  
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

Signature: Joyce G. Affuso  
Type Name Here: JOYCE G. AFFUSO  
Signature: Joseph Affuso  
Type Name Here: JOSEPH AFFUSO

FF 9964

95 AUG 22 AM 10:53

MISSISSIPPI  
STATE OF ~~KENTUCKY~~  
COUNTY OF DESOTO

Personally appeared before me, REBECCA MILLICAN, a Notary Public  
in and for said County and State SHELBY COUNTY, TENNESSEE

JOYCE AFFUSO AND HUSBAND JOSEPH AFFUSO, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Memphis, Shelby County, this 17th day of August, 1995 C.E.

My Commission expires Apr. 10, 1998

Rebecca Millican  
Notary Public

This instrument was prepared by:

TONEYCE L. BARTON  
(Name)  
4324 American Way  
(Address)  
Memphis, TN 38118  
(City) (State) (Zip)

After recording mail to

BLAZER FINANCIAL SERVICES, INC.  
(Name)  
4324 American Way  
(Address)  
Memphis, TN 38118  
(City) (State) (Zip)

No. <b>FF 9964</b>	
D/C <u>5</u>	DR# <u>5</u>
Pgs. <u>2</u>	Itm. <u>1</u>
STATE TAX <u>3132</u>	
REGISTER'S FEE <u>100</u>	
RECORDING FEE <u>200</u>	
WT <input type="checkbox"/> MISS FEE <input type="checkbox"/> (Zip)	
TOTAL <u>402</u>	
STATE OF TENNESSEE SHELBY COUNTY GUY B. BATES REGISTER	

RECORD & RETURN TO:  
TRI-STATE TITLE & ESCROW, INC.  
5909 Shelby Oaks Dr., #128  
Memphis TN 38124